



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Approving Final Map and Improvement Agreement for the Public Improvements for 416, 500 and 540 South Sacramento Street

**MEETING DATE:** May 21, 2008

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt a resolution approving the final map and the improvement agreement for the public improvements for 416, 500, and 540 South Sacramento Street and directing the City Manager to execute the agreement on behalf of the City.

**BACKGROUND INFORMATION:** The subdivision is located at 416, 500, and 540 South Sacramento Street, as shown on Exhibit A. The development consists of five individual heavy industrial lots.

The developer, Glenn and Janice Camper, has furnished the City with improvement plans, necessary agreements, guarantees and insurance certificate for the proposed project. The developer also paid the required improvement agreement preparation fee and other miscellaneous fees (\$23,688).

The improvements include the reconstruction and widening (14 feet) of the east half of Sacramento Street from Tokay Street to 200 feet south of Chestnut Street. Since the entire width of this section of Sacramento Street is in very poor condition, the City has requested that the developer reconstruct the west half of Sacramento Street. The developer is entitled to reimbursement by the City for reconstructing the west half of Sacramento Street in conformance with LMC 16.40 Reimbursements for Construction. All reimbursements will be made when the improvements are complete and accepted by the City.

Staff requests an appropriation of funds as listed below to cover the reimbursement to be paid by the City to the developer at time of completion and acceptance of improvements.

**FISCAL IMPACT:** There will be a slight increase in the long-term maintenance of the added pavement service. However, this project will also decrease the amount of pavement repair/maintenance required in this area.

**FUNDING AVAILABLE:** Street Fund (320082) \$64,300

\_\_\_\_\_  
Kirk Evans, Budget Manager

\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer

FWS/LC/pmf

Attachment

cc: City Attorney  
Senior Civil Engineer Welch  
Senior Civil Engineer Chang

Glenn & Janis Camper  
Streets and Drainage Manager

**APPROVED:** \_\_\_\_\_  
Blair King, City Manager



# CITY OF LODI

PUBLICWORKSDEPARTMENT

Exhibit A  
416, 500 & 540  
South Sacramento Street

## PARCEL MAP

of  
A PORTION OF LOTS 12 THRU 26 OF  
"LARSON'S ADDITION TO LODI"  
BEING A PORTION OF SECTION 12,  
T. 3 N., R. 6 E., M.D.B. & M.,  
City of Lodi  
San Joaquin County,  
California

SHEET 2 OF 2 SHEETS  
FEBRUARY, 2004

**DILLON & MURPHY**  
CONSULTING CIVIL ENGINEERS  
ENGINEERING • PLANNING • SURVEYING

### MONUMENTS SET:

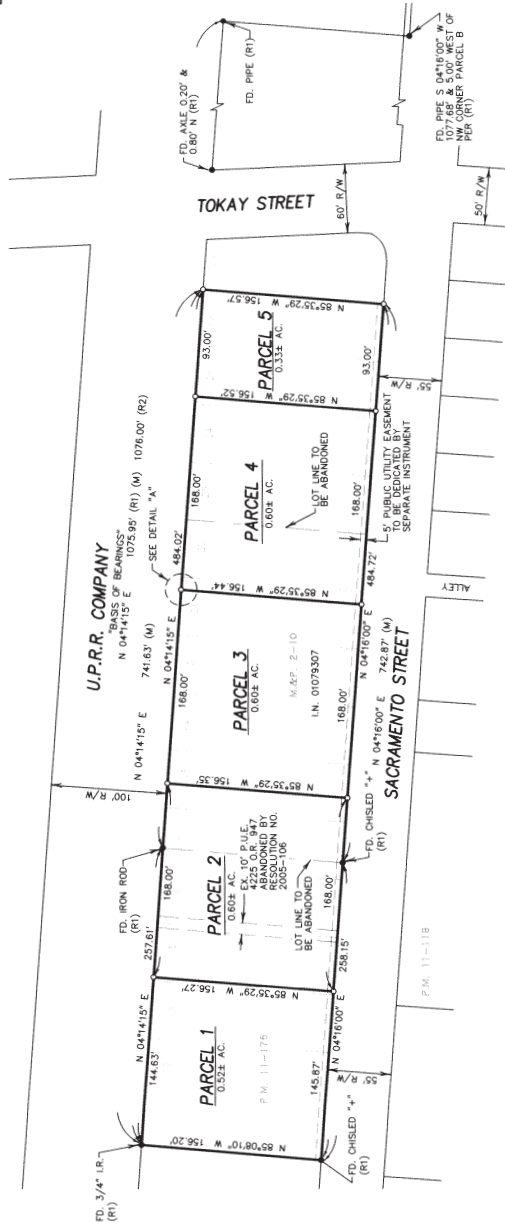
3/4" X 30" IRON RODS WITH CAP STAMPED L.S.  
7269 AND SHOWN THIS ———, UNLESS  
OTHERWISE NOTED.

### BASIS OF BEARINGS

THE EAST LINE OF PARCEL "B" WHICH BEARS N 04°14'15" E  
PER PARCEL MAP, BOOK 11, PAGE 175, SAN JOAQUIN COUNTY RECORDS.

### LEGEND:

FD. FOUND  
M.S. MEASURED  
SEC. SECTION  
(M) MONUMENT AS  
NOTED  
P.M. PARCEL MAP  
M.S. MAPS AND PLATS  
(R) R.F. 1-175  
(R) R.F. 1-175  
P.U.E. PUBLIC UTILITY  
EASEMENT FOUND NOTHING  
S.F.N. SURVEY FOUND NOTHING  
I.N. INSTRUMENT NUMBER



U.P.R.R. COMPANY

SET WITNESS CORNER

156°33'29"W

168.00'

168.00'

156.44'

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### NOTES:

1. REQUIREMENTS OF THE LODI MUNICIPAL CODE FOR THE DEDICATION OF RIGHTS-OF-WAY, EASEMENTS, ABANDONMENT OF UNDERGROUND TANKS AND WELLS, PAYMENT OF FEES AND RECORDING OF INSTRUMENTS SHALL BE STRICTLY ADHERED TO BY ALL APPLICANTS. THIS TIME AND MUST BE MET PRIOR TO DEVELOPMENT OR ISSUANCE OF A BUILDING PERMIT OF WHEN REQUESTED BY THE CITY.
2. THE P.U.E. DEDICATION TO THE CITY OF LODI GIVES THE CITY, OWNERS OF PUBLIC UTILITIES, AND OWNERS OF CABLE TV FRANCHISES THE RIGHT TO ACCESS, CONSTRUCT, MAINTAIN, INSPECT, REPAIR, REPLACE, RELOCATE, OR ABANDON ANY PUBLIC UTILITY OR CABLE TV FACILITY OR EQUIPMENT WHICH IS OR MAY BE CONSTRUCTED NOR SHALL ANYTHING BE PLANTED WITHIN THE EASEMENT WHICH WOULD INTERFERE WITH THE USE OR OPERATION OF PUBLIC UTILITIES IN THE EASEMENT.

ALL REFERENCES ARE OF SAN JOAQUIN COUNTY  
RECORDS BOOK OR VOLUME PRECEDES PAGE.

IMPROVEMENT AGREEMENT  
for the  
PUBLIC IMPROVEMENTS  
of  
416, 500 & 540 S. Sacramento Street

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, hereinafter referred to as "City", and GLENN E. CAMPER and JANIS B. CAMPER, Trustees of The Camper Family Trust, hereinafter referred to as "Developer".

RECITALS:

Developer has presented to City for approval a final parcel map, hereinafter called "map", and necessary street and easement dedications shown thereon, or provided under separate instrument.

Developer has requested approval of the map prior to the construction and completion of public improvements, including all streets, highways or public ways and public utility facilities which are a part of or appurtenant to the development, hereinafter called "project", all in accordance with and as required by the plans and specifications for all or any of said improvements in, appurtenant to, or outside the limits of project, which plans and specifications are now on file in the office of and endorsed with the approval of the Public Works Director or his designee.

Council of the City will accept the dedications offered on condition that Developer first enter into and execute this agreement with City; and

This agreement is executed pursuant to the provisions of the Subdivision Map Act of the State of California and Title 15 and 16 of the Lodi City Code.

NOW THEREFORE, for and in consideration of the acceptance of the dedications offered, and in order to insure satisfactory performance by Developer of Developer's obligations under State law and City code, the parties agree as follows:

1. Performance of Work by Developer

Developer will do and perform, or cause to be done and performed at Developer's own expense, in a good and workmanlike manner, and furnish all required materials, all under the direction and to the satisfaction of the Public Works Director, all of the work and improvements as shown on the approved improvement plans for the project, Drawing Nos. 005D001-01 through 005D001-04, which are on file in the Public Works Department.

The Developer shall also perform or cause to be performed the following items which are not shown on the improvement plans:

- A. Natural gas line installation
- B. Telephone line installation
- C. Electrical system

2. Development Changes

Developer shall also perform all work and furnish all materials necessary to comply with any changes required by the Public Works Director, which, in his opinion, are necessary or required to complete the work in conformance with City Standards or are the result of changed conditions.

3. Performance of Work by City

Prior to the approval of the final map by the City, it is agreed that the Developer shall deposit with the City the amount of money shown as the "Developer Cost" on Billing Schedule attached hereto and by this reference made a part hereof.

From payments made under Billing Schedule, Developer elects to have the City perform or install or cause the installation of the following items:

- A. Street seal coat
- B. Three (3) 4-inch wastewater services. Developer's contractor will expose the wastewater main in S. Sacramento Street to allow City crews to install the service taps. Developer's contractor shall be responsible for all other work to complete the wastewater service laterals and backfill.
- C. Six (6) 6-inch water service taps. Developer's contractor will expose the water main in S. Sacramento Street to allow City crews to install the service taps. Developer's contractor shall be responsible for all other work to complete the water service laterals and backfill.
- D. Fire hydrant markers
- E. Televideo inspection of the public sewer lines. The fee shown on the Billing Schedule is based on the linear footage of sewer pipe, including laterals, shown on the improvement plans. The fee will be adjusted, if necessary, when the televideo inspection is complete. Any additional fee must be paid prior to project acceptance.

Developer shall also pay all additional costs for work performed by City forces deemed by the Public Works Director necessary to complete the work under this agreement in conformance with City Standards.

4. Development Impact Mitigation Fees

Payment of Development Impact Mitigation Fees for water, wastewater capacity, street improvements, storm drain, police, fire, parks and recreation and general City facilities is not required at this time. In accordance with the conditions of approval of the tentative parcel map, payment of the fees shall be required at the time of building permit issuance.

5. Reimbursement for City-Funded Facilities

In conformance with LMC 16.40 Reimbursements for Construction, City agrees to reimburse Developer for public improvements to be installed with the project as listed below and shown in Item B of the Cost Estimate for Improvement Security which is attached hereto and made a part hereof:

- A. The westerly half of the asphalt concrete pavement on Sacramento Street.

Reimbursable amounts shown on the Cost Estimate for Improvement Security are based on the engineer's estimate submitted by Dillon & Murphy Consulting Civil Engineers, the Developer's engineer. Developer shall provide a request for payment that includes descriptions of the work items, quantities, and contract unit prices conforming to the Bid Item List guidelines in Appendix A-2 of the City of Lodi Public Improvement Design Standards and supporting invoices or other documentation as required by the Public Works Department. Reimbursement will be made when the improvements are complete and accepted by the City.

6. Work; Time for Commencement and Performance

Developer shall, within 365 calendar days from the date of this agreement, perform or cause to be performed all work and/or improvements described under this agreement. At least 15 calendar days prior to the commencement of work hereunder, Developer shall

notify the Public Works Director of the date fixed by Developer for commencement thereof so that City can provide inspection services.

7. Time Extension

Time is of the essence of this agreement. The City may extend the time for completion of the improvements hereunder under the terms of an Addendum to this agreement which shall be approved by the City Manager. Any such extension may be granted without notice to the Developer's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure the faithful performance of this agreement. The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.

8. Record Drawings and Certifications

Prior to acceptance of the project improvements, the Developer shall have installed and in place all survey monuments as shown on the Map and provided record drawings and certifications as described in the City of Lodi Public Improvement Design Standards.

9. Permits; Compliance with Law

Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction of such improvements, give all necessary notices and pay all fees and taxes required by law.

10. Superintendence by Developer

Developer shall give personal superintendence to the work on said improvement, or have a competent agent, foreman or superintendent, satisfactory to the Public Works Director, on the work at all times during progress, with authority to act for Developer.

11. Inspection by City

Developer shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work. Inspections will be provided during normal working hours. Developer will be billed for inspections on work performed on weekends, holidays and overtime. Developer shall also pay all additional costs incurred by City for soils and materials testing and/or inspection services required as a part of City inspection activities.

12. Contract Security

Concurrently with the execution hereof, Developer shall furnish Improvement Security of at least 100% of the estimated cost of public improvements and engineering costs of surveying, record drawings and certifications as security for the faithful performance of this agreement; and an amount equal to at least 50% of the above costs as security for the payment of all persons performing labor and furnishing materials in connection with this agreement as more fully described in the State Subdivision Map Act.

The City has determined these security amounts to be as follows:

Faithful Performance	\$212,900.00
Labor and Materials	\$106,450.00

13. Warranty Security

Prior to acceptance of the project improvements by the City, Developer shall furnish Warranty Security of at least 10% of the total cost of the actual project cost as of two weeks before the hearing on project acceptance. The warranty period shall be two (2) years following the date of acceptance of the improvements. If any portion of the project receives partial acceptance during the course of construction, the warranty period for al

required project improvements shall commence upon the date of final acceptance for the entire project.

14. Hold-Harmless Agreement

Developer hereby agrees to, and shall, hold City, its elective and appointive boards, commissions, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Developer's or Developer's contractors', subcontractors', agents' or employees' operations under this agreement, whether such operations be by Developer or by any of Developer's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Developer or any of Developer's contractors or subcontractors. Developer agrees to, and shall, defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

- A. That City does not, and shall not, waive any rights against Developer which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in Paragraph 15 hereof.
- B. That the aforesaid hold-harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not City has prepared, supplied or approved of, plans and/or specifications for the project, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

15. Developer's Insurance

Developer shall not commence work under this agreement until Developer shall have obtained all insurance required under this paragraph, nor shall Developer allow any contractor or subcontractor to commence work on Developer's contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

A. Compensation Insurance

Developer shall maintain, during the life of this agreement, Worker's Compensation Insurance for all Developer's employees employed at the site of improvement, and in case any work is sublet, Developer shall require any contractor or subcontractor similarly to provide Worker's Compensation Insurance for all contractors' or subcontractors' employees, unless such employees are covered by the protection afforded by Developer. Developer hereby indemnifies City for any damage resulting to it from failure of either Developer or any contractor or subcontractor to take out or maintain such insurance.

B. Comprehensive General and Automobile Insurance

Developer shall take out and maintain during the life of this agreement such insurance as shall insure City, its elective and appointive boards, commissions, officers, agents and employees, Developer and any contractor or subcontractor performing work covered by this agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise on the project property, including any public streets or easements, from Developer's or any contractors' or subcontractors' operations hereunder, whether such operations be by Developer or any contractor or subcontractor or by anyone directly or indirectly

employed by either Developer or any contractor or subcontractor, and the amount of such insurance shall be as follows:

1. COMPREHENSIVE GENERAL LIABILITY

\$2,000,000 Bodily Injury - Each Occurrence/Aggregate  
\$2,000,000 Property Damage - Each Occurrence/Aggregate  
or  
\$2,000,000 Combined Single Limit

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$2,000,000 Bodily Injury - Each Person  
\$2,000,000 Bodily Injury - Each Occurrence  
\$2,000,000 Property Damage - Each Occurrence  
or  
\$2,000,000 Combined Single Limit

Developer must have comprehensive automobile liability only if Developer's vehicles are used on-site.

**NOTE:** Developer agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

"Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

A. Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents and employees as additional named insured insofar as work performed by the insured under written contract with the City of Lodi. This endorsement shall be on the form furnished by the City and shall be included with Developer's policies.

B. Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the additional insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

C. Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

16. Evidence of Insurance

Developer shall furnish City, concurrently with the execution hereof, with satisfactory evidence of the insurance required and evidence that each carrier is required to give City at least 30 days prior notice of the cancellation or reduction in coverage of any policy during the effective period of this agreement. The address of the City of Lodi must be

shown on the certificate of insurance, i.e., City of Lodi, 221 West Pine Street, Lodi, CA 95240.

17. Title to Improvements

Title to, and ownership of, all public improvements constructed hereunder by Developer shall vest absolutely in City upon completion and acceptance of such public improvements by City.

18. Repair or Reconstruction of Defective Work

If, within a period of 2 years after final acceptance by City of the work performed under this agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this agreement, including the mitigation measures for dust and erosion control, fails to fulfill any of the requirements of this agreement plans and specifications referred to herein, Developer and Developer's surety shall, without delay and without cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Developer or Developer's surety fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Developer can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to City the actual cost of such repairs plus 15% for administration and overhead costs.

19. Repair or Replacement of City-owned Bypass Meter Assemblies

The Developer is required by the City to install bypass meter assemblies in conjunction with the installation of water mains in the City of Lodi. The City will supply these assemblies upon receipt of a deposit in the amount of \$5,000.00 for each assembly required. The purpose of the deposit is to guarantee the return of the assembly in good condition and fulfillment of the other obligations shown in the City's Policies and Procedures entitled "Metering Water Usage of New Water Mains Requiring Temporary Bypasses", a copy of which is attached hereto and made a part hereof.

20. Mud, Debris, Dust and Erosion

Developer agrees and covenants not to permit mud or other debris to be tracked from the construction site or elsewhere onto City or County streets or onto private property without express permission. Developer further agrees not to cause damage to City or County streets.

Should any mud or debris be deposited in City or County streets or any damage caused to City or County streets, the Developer shall have the same removed or repaired forthwith, and if not removed or repaired upon notice within a specified time, the City shall cause the same to be removed or repaired and the Developer shall be charged for the cost of said removal or repairs.

The Developer, Developer's contractor and/or agents shall be responsible so no dust or erosion problems are created during construction, including installation of telephone, electrical, cable television and gas facilities. Developer's responsibility for dust and erosion control shall extend to include a period of one year from the date of final acceptance by the City of the work performed under this agreement.

If a dust or erosion problem arises during development or within a period of one year from the date of final acceptance by the City of the work performed under this agreement, including but not limited to installation of telephone, electrical, cable television, and/or gas facilities, and has not, after notice, been abated by Developer within a specified period of



time, the City shall cause the same to be controlled, and the Developer shall be charged with the cost of said control.

21. Fire Protection During Construction

Fire protection facilities approved by the Fire Chief, including all-weather access road and an approved water supply capable of supplying the required fire flow, shall be installed and made serviceable in accordance with the City fire code prior to and during the time of building construction. The above may be modified when alternate methods of protection approved by the Fire Chief are provided.

22. Protection of Existing Improvements

Damage to any existing improvements or private or public utility lines installed or being installed which damage occurs during the onsite and offsite construction required of Developer shall be the absolute responsibility and liability of Developer. In other words, it shall be the Developer's responsibility to pay for damage to existing improvements and public or private utilities within the development. Damage to any existing facilities outside the limits of the project damaged as part of the construction of the required project improvements is also the Developer's responsibility.

23. Dwelling Occupancy

The City will not allow occupancy of any building or structure within the project until all deferred fees have been paid, public improvements have been approved and accepted by the Public Works Department per established City policy and other requirements of the City codes have been met. If building is started prior to acceptance of the improvements, it is the Developer's responsibility to inform all prospective purchasers that occupancy will not be permitted until said deferred fees are paid and public improvements are so accepted.

24. Developer Not Agent of City

Neither Developer nor any of Developer's agents or contractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this agreement.

25. Notice of Breach and Default

If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if the Developer should be adjudged bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer or any of Developer's contractors, subcontractors, agents or employees, should violate any of the provisions of this agreement, the Public Works Director or City Council may serve written notice upon Developer and Developer's surety of breach of this agreement, or any portion thereof, and the default of Developer.

26. Breach of Agreement; Performance by Surety or City

In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the improvements or warranty work herein specified; provided however, that if the surety, within five days after the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of the contract, and does not commence performance thereof within 5 days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to City for any excess cost

or damage occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefor.

27. Notices

All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

Richard C. Prima, Jr.  
Public Works Director  
221 West Pine Street  
P. O. Box 3006  
Lodi, CA 95241-1910

Notices required to be given to Developer shall be addressed as follows:

Jama Campen  
211 S Crescent Avenue  
Lodi, Ca 95240

Notices required to be given to Developer's agent shall be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices required to be given to surety shall be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provided that either party or the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

28. Execution

In Witness Whereof, Developer and City have caused their names to be hereunto affixed and the City of Lodi has caused its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized.

DEVELOPER

12/10/07  
Date

Camper Family Trust  
Janis Blamper Trustee  
Glenn E. Camper by Janis  
Blamper ATIF

(CORPORATE SEAL)

CITY OF LODI, A MUNICIPAL CORPORATION

By: \_\_\_\_\_  
Blair King, City Manager Date

ATTEST:

\_\_\_\_\_  
Randi Johl, City Clerk Date

APPROVED AS TO FORM:

\_\_\_\_\_  
D. Stephen Schwabauer, City Attorney



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Joaquin

} ss.

On Dec. 10, 2007, before me,

Date

Duke Klinesmith Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

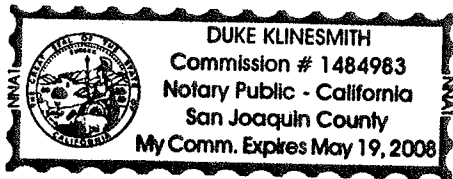
personally appeared

Jane B. Lauder

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence



to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

Duke Klinesmith

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

☐ Individual

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Development: 416, 500 & 540 S. Sacramento Street  
Developer: Glenn E. Capmer and Janis B. Camper  
Engineer: Dillon & Murphy

Acres: 0.00  
Date: 7/25/07

TOTAL COST OF PROJECT IMPROVEMENTS						A. DEVELOPER COST		B. COST OF CITY-FUNDED FACILITIES TO BE BUILT BY DEVELOPER	
Item	Description	Quantity	Unit	Price	Total	Quantity	Total	Quantity	Total
<b><u>Street System</u></b>									
1	Clearing & Grubbing	1	LS	\$2,000.00	\$2,000.00	1	\$2,000.00		\$0.00
2	Roadway Excavation	2,102	CY	20.00	42,040.00	1,022	20,440.00	1,080	21,600.00
3	Compact Original Ground (0.50')	31,183	SF	0.20	6,236.60	15,160	3,032.00	16,023	3,204.60
4	Aggregate Base, Class II (0.75')	31,183	SF	0.80	24,946.40	15,160	12,128.00	16,023	12,818.40
5	Asphalt Concrete, Type B (0.40')	31,183	SF	1.30	40,537.90	15,160	19,708.00	16,023	20,829.90
6	Vertical Curb, Gutter & Sidewalk	507	LF	25.00	12,675.00	507	12,675.00		0.00
7	Concrete Subgrade Compaction	6,104	SF	2.50	15,260.00	6,104	15,260.00		0.00
8	24' Commercial Driveway	8	EA	2,500.00	20,000.00	8	20,000.00		0.00
	<b>Subtotal</b>				\$163,695.90	<b>Subtotal</b>	\$105,243.00	<b>Subtotal Street System</b>	\$58,452.90
								10% Engineering & Administration	5,845.29
								<b>Total Street System</b>	\$64,298.19
<b><u>Storm Drain System</u></b>									
1	12" Storm Drain Pipe	78	LF	\$35.00	\$2,730.00	78	\$2,730.00		\$0.00
2	15" Storm Drain Pipe	30	EA	45.00	1,350.00	30	1,350.00		0.00
3	48" Storm Drain Manhole	4	EA	3,000.00	12,000.00	4	12,000.00		0.00
4	Side Inlet Catch Basin	2	EA	2,000.00	4,000.00	2	4,000.00		0.00
	<b>Subtotal</b>				\$20,080.00	<b>Subtotal</b>	\$20,080.00	<b>Subtotal Storm Drain System</b>	\$0.00
								10% Engineering & Administration	0.00
								<b>Total Storm Drain System</b>	\$0.00
<b><u>Sanitary Sewer System</u></b>									
1	4" Sanitary Sewer Pipe	239	EA	\$12.00	\$2,868.00	239	\$2,868.00		\$0.00
2	Sanitary Service with Cleanout	5	EA	550.00	2,750.00	5	2,750.00		0.00
	<b>Subtotal</b>				\$5,618.00	<b>Subtotal</b>	\$5,618.00	<b>Subtotal Sanitary Sewer System</b>	\$0.00
								10% Engineering & Administration	0.00
								<b>Total Sanitary Sewer System</b>	\$0.00
<b><u>Water System</u></b>									
1	Fire Hydrant Assembly	1	EA	3,000.00	3,000.00	1	3,000.00		0.00
2	Relocate Existing Water Service	1	LS	500.00	500.00	1	500.00		0.00
3	6" Water Pipe	245	LF	30.00	7,350.00	245	7,350.00		0.00
4	Temp Blowoff	5	EA	400.00	2,000.00	5	2,000.00		0.00
	<b>Subtotal</b>				\$12,850.00	<b>Subtotal</b>	\$12,850.00	<b>Subtotal Water System</b>	\$0.00
								10% Engineering & Administration	0.00
								<b>Total Water System</b>	\$0.00
	<b>Total</b>				\$202,243.90	<b>Total</b>	\$143,791.00		

TOTAL COST OF PROJECT IMPROVEMENTS						A. DEVELOPER COST		B. COST OF CITY-FUNDED FACILITIES TO BE BUILT BY DEVELOPER	
Item	Description	Quantity	Unit	Price	Total	Quantity	Total	Quantity	Total
Total Construction Cost Subject to Engineering Fee Calculation (A. Developer Cost)							\$143,791.00		
Construction Engineering & Staking @ 3% ±							\$4,310.81		
As-built Plans & Certifications							\$500.00		
TOTAL COST FOR ENGINEERING FEE CALCULATION						A. Total	\$148,601.81	B. Total*	\$64,298.19

TOTAL IMPROVEMENT SECURITY AMOUNTS:

Faithful Performance:	100% of A & B	<u>\$212,900.00</u>
Labor & Materials:	50% of A & B	<u>\$106,450.00</u>

\* Total Reimbursable cost is estimate only since the actual contractor price is not available at the time of document preparation. The actual reimbursable amount will be determined when the actual contract price is submitted to the City after the project is complete and accepted by the City.

RESOLUTION NO. 2008-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING FINAL MAP AND IMPROVEMENT  
AGREEMENT FOR THE PUBLIC IMPROVEMENTS AT  
416, 500 AND 540 SOUTH SACRAMENTO STREET

=====

WHEREAS, the subdivision is located at 416, 500 and 540 South Sacramento Street and consists of five individual industrial lots; and

WHEREAS, the developer, Glenn and Janice Camper, has furnished the City with improvement plans, necessary agreements, guarantees and insurance certificate for the proposed project and has paid the required improvement agreement preparation fee and other miscellaneous fees (\$23,688); and

WHEREAS, the improvements include the reconstruction and widening (14 feet) of the east half of Sacramento Street from Tokay Street to 200 feet south of Chestnut Street; and

WHEREAS, the entire width of this section of Sacramento Street is in very poor condition, and the City has requested that the developer reconstruct the west half of Sacramento Street with the project; and

WHEREAS, the developer is entitled to reimbursement by the City for reconstructing the west half of Sacramento Street in conformance with LMC 16.40 Reimbursements for Construction; and

WHEREAS, all reimbursements will be made when the improvements are complete and accepted by the City.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Final Map and Improvement Agreement for Public Improvements at 416, 500 and 540 South Sacramento Street; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to execute the Improvement Agreement on behalf of the City of Lodi.

Dated: May 21, 2008

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I hereby certify that Resolution No. 2008-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 21, 2008, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2008-\_\_\_\_\_